3157708

ETAS ID: TM336633

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bridge Terminal Transport, Inc.		09/01/2013	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Bridge Terminal Transport Services, Inc.	
Street Address:	9140 Arrowpoint Boulevard, Suite 300	
City:	Charlotte	
State/Country:	NORTH CAROLINA	
Postal Code:	28273	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3157708	BRIDGE TERMINAL TRANSPORT
Registration Number:	3157712	BRIDGE TERMINAL TRANSPORT
Registration Number:	3224310	ВТТ
Registration Number:	3239029	BTT

CORRESPONDENCE DATA

Fax Number: 2027393001

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-739-3000

Email: jennifer.evans@morganlewis.com **Correspondent Name:** Morgan, Lewis & Bockius LLP Address Line 1: 1111 Pennsylvania Avenue, NW

Washington, D.C. 20004 Address Line 4:

ATTORNEY DOCKET NUMBER:	107190-0053
NAME OF SUBMITTER:	Jennifer C. Evans
SIGNATURE:	/jce/
DATE SIGNED:	03/30/2015

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of this first day of Septmber, 2013 ("Effective Date") by **Bridge Terminal Transport, Inc.**, a New Jersey corporation (the "Assignor"), to and in favor of **Bridge Terminal Transport Services, Inc.**, a Delaware corporation (the "Assignee"). All capitalized terms used herein, but not otherwise defined, shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below)

WHEREAS, in connection with that certain Asset Purchase Agreement, by and among the Assignee, the Assignor and Maersk Inc., a New York corporation, dated as of June 24, 2013 (the "<u>Purchase Agreement</u>"), the Assignee acquired certain assets of the Assignor related to the Business:

WHEREAS, pursuant to the Purchase Agreement, the Assignor wishes to assign to the Assignee, and the Assignee wishes to acquire from the Assignor, the United States trademark registrations set forth on the attached Schedule (the "Marks");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

- 1. The Assignor hereby assigns, transfers, and sets over to the Assignee any and all right, title, and interest in and to the Marks and their associated goodwill, including specifically, but without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, at least as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with any income, royalties or payments due or payable as of the date hereof or thereafter which come into the possession of the Assignor, including the right to sue for, and receive all damages from, past infringements of the Marks, the same to be held and enjoyed by the Assignee, its successors, assigns, and other legal representatives.
- 2. The Assignor shall take all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by the Assignee to more fully and effectively effectuate the purposes of this Assignment and evidence and perfect the Assignee's exclusive ownership of the Assigned Intellectual Property.
- 3. The Assignor hereby requests the Director of the United States Patent and Trademark Office to record, as applicable, the Assignee as the Assignee and owner of the Marks.
- 4. No provision of this Assignment shall diminish, reduce, rescind, waive or in any way negatively affect the express provisions (including the representations, warranties, covenants, agreements, conditions, or any of the obligations and indemnifications relating thereto of the

Assignor) set forth in the Purchase Agreement, and in the event of any conflict, the terms of the Purchase Agreement shall prevail.

- 5. All matters relating to or arising out of this Assignment and the transactions contemplated hereby (whether sounding in contract, tort or otherwise) will be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.
- 6. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart to this Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

ASSIGNOR

Bridge Term	inal Trans	sport, :	Inc.
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By: las its later
Name: Hans Sty Moller
Name: Hans Stry Moller Title: President
LOCKOVEN
ASSIGNEE
Bridge Terminal Transport Services, Inc.
By:
Name:
Title:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

ASSIGNOR

Bridge Termina	l Transport, Inc.
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By:
Name:
Title:
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ASSIGNEE
ASSIGNEE
Bridge Termina/Transport Services, Inc.
bridge Terminar it ransport Services, Inc.
(a. (Man 1 XX).
- 404 HAM / / / /
By: William 19
Name: Eva M. Kalawski
Title:Vice President & Secretary
- v vo v v voident of Secretary

SCHEDULE

Trademark	U.S. Registration No.
BRIDGE TERMINAL TRANSPORT	3157708
BridgeTerminalTransport	3157712
BTT	3224310
	3239029
BII	

DM_US 42753588-7.090810.0014

RECORDED: 03/30/2015